

SERFF Tracking Number:	PRTD-125625682	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	38811
Company Tracking Number:	PLBD.1612.03.08		
TOI:	LTC03I Individual Long Term Care	Sub-TOI:	LTC03I.002 Non Qualified
Product Name:	HeritageGuard SPWL		
Project Name/Number:	HeritageGuard SPWL/PLBD.1612.03.08		

Filing at a Glance

Company: Protective Life Insurance Company

Product Name: HeritageGuard SPWL

TOI: LTC03I Individual Long Term Care

Sub-TOI: LTC03I.002 Non Qualified

Filing Type: Advertisement

SERFF Tr Num: PRTD-125625682 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 38811

Co Tr Num: PLBD.1612.03.08

State Status: Withdrawn

Co Status:

Reviewer(s): Harris Shearer

Author: Lisa Chaves

Disposition Date: 07/23/2008

Date Submitted: 04/28/2008

Disposition Status: Withdrawn

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: HeritageGuard SPWL

Project Number: PLBD.1612.03.08

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/23/2008

State Status Changed: 07/23/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

This advertising material is being filed for use in your state. It will be used to explain rider P-6030 - a Long Term Care Rider. This rider was approved in your state on 10/25/2007. This filing does not contain any unusual or possibly controversial items from company or industry standards.

Company and Contact

Filing Contact Information

Lisa Chaves,

lisa.chaves@protective.com

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2801 Highway 280 South (205) 268-5016 [Phone]
Birmingham, AL 35223

Filing Company Information

Protective Life Insurance Company	CoCode: 68136	State of Domicile: Tennessee
P O Box 2606	Group Code: 458	Company Type: Life
Birmingham, AL 35202	Group Name: Protective Life Insurance	State ID Number:
(800) 866-3555 ext. [Phone]	FEIN Number: 63-0169720	

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Filing Fees

Fee Required?	Yes
Fee Amount:	\$25.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$25.00	04/28/2008	19935655

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Rosalind Minor (FM)	07/23/2008	07/23/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Withdrawal Letter	Supporting Document	Lisa Chaves	05/29/2008	05/29/2008

<i>SERFF Tracking Number:</i>	<i>PRTD-125625682</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 07/23/2008

Implementation Date:

Status: Withdrawn

Comment: As requested in your letter of 5/29/08, this filing is being withdrawn.

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>PRTD-125625682</i>	<i>State:</i>	<i>Arkansas</i>
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Withdrawal Letter	Withdrawn	Yes
Form	HeritageGuard SPWL	Withdrawn	Yes

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Amendment Letter

Amendment Date:

Submitted Date: 05/29/2008

Comments:

Please see attached request to withdraw filing.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Withdrawal Letter

Comment:

Withdrawal Letter for PRTD-125625682.pdf

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Form Schedule

Lead Form Number: PLBD.1612.03.08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn	PLBD.1612.03.08	Advertising	HeritageGuard SPWL	Initial			Ad PLBD.1612.03.08.pdf

Protective Preserver

*A Modified Single Premium
Variable Universal Life
Insurance Policy*

Producer Guide



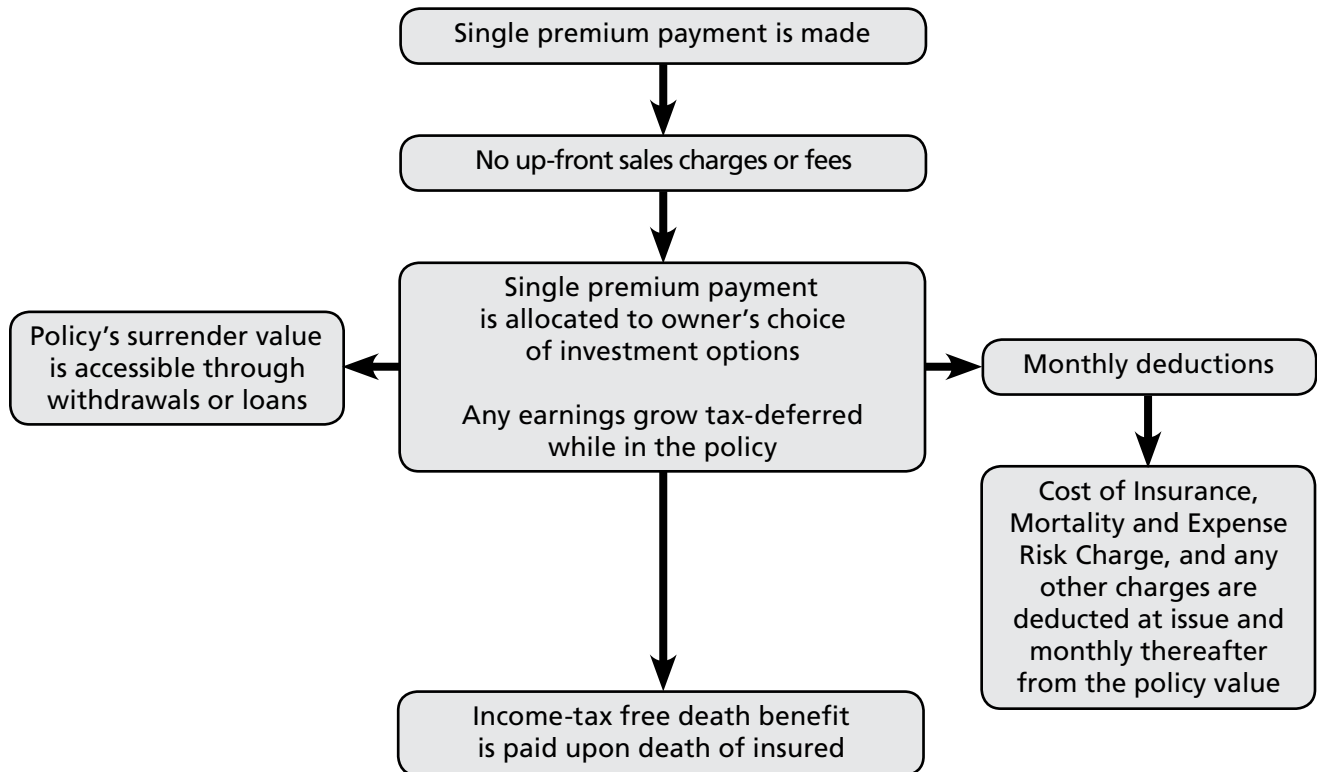
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About Protective Life	Back Cover

Variable universal life insurance involves the risk of investing in equity securities, including market risk and loss of principal. If the investment performance of the variable sub-accounts to which policy value is allocated is poorer than expected or if sufficient premiums are not paid, the policy may lapse or not accumulate surrender value sufficient to fund the application for which the policy was purchased. Investments in variable universal life insurance policies are subject to fees and charges from the insurance company and the investment managers.

The tax treatment of life insurance and annuities is subject to change. Neither Protective Life nor its representatives offer legal or tax advice. Investors should consult their legal or tax advisor regarding their individual situation.

Protective Preserver is a modified single premium variable universal life insurance policy that may be well suited for those investors who have accumulated wealth they do not anticipate using during retirement. *Protective Preserver* may be able to help them protect, enhance, and transfer that wealth to beneficiaries through its death benefit. *Protective Preserver* is subject to underwriting.

How the *Protective Preserver* Variable Universal Life policy works



Advisory fees and other fund expenses apply to investments in the variable sub-accounts.

Loans and withdrawals are available after the first policy year. Loans and withdrawals may negatively impact policy value, investment performance, death benefit, and any Lapse Protection. Withdrawals will reduce the death benefit. Withdrawals in excess of the annual withdrawal amount will be subject to a Surrender Charge and Premium Tax Recovery Charge during the first 9 years after any premium payment. This policy is likely to be considered a Modified Endowment Contract (MEC). Loans and withdrawals of earnings from MEC's will be subject to income tax and may be subject to a 10% IRS penalty tax if taken prior to age 59 ½. Taxation may occur upon withdrawal, surrender, lapse, or maturity. See prospectus for more complete information.

Under some circumstances, your client may not be permitted to access policy values through either a loan or withdrawal. This would include requests for policy loans and withdrawals that would cause the policy to fail to qualify as a life insurance contract under applicable tax laws. Policies in early years may be more susceptible to these situations. You should consider this carefully, particularly if access to policy values is important to your client. Please see the prospectus for more complete information about loans and withdrawals.

The death benefit is subject to the claims paying ability of Protective Life.

This policy has a contestable and suicide period of up to two years depending on applicable state laws.

The provisions of the *Protective Preserver* policy, riders, and endorsements may vary by state and may not be approved in all states. Investors should consult their financial advisor for more information.

Life Insurance Protection

Death benefit

Protective Preserver may help protect, enhance and transfer wealth to beneficiaries through its death benefit. Life insurance death benefits, unlike annuity death benefits, are generally income-tax free and thus generally more efficient in the transfer of wealth at death to beneficiaries. Any benefit payable at death is transferred directly to named beneficiaries, avoiding the cost, delay and publicity of probate. Estate taxes may apply. The death benefit is subject to the claims paying ability of Protective Life.

Protective Preserver provides a death benefit which is the greater of the Face Amount or a specified percentage of the policy value (*less any outstanding loans, liens and unpaid monthly deductions*). As long as the policy is in force, the death benefit will never be less than the initial Face Amount (*less any outstanding loans, liens and prior withdrawals*). An increase in policy value may increase the death benefit to meet IRS requirements.

The initial Face Amount is calculated by multiplying the initial premium amount by the appropriate factor from the "Initial Face Amount" table on page 5.

Sample Calculation for Initial Face Amount

Insured	Single Premium Payment	Factor	Initial Face Amount
Male 65, non-tobacco	\$50,000	1.99903	\$99,951.50
Female 65, non-tobacco	\$50,000	2.28478	\$114,239.00

Please refer to a personalized illustration for more information.
Optional riders are not included in this chart.

The specified percentage is calculated by multiplying the policy value by the appropriate factor from the following table:

Specified Percentage of Policy Value

Attained Age	Percentage	Attained Age	Percentage
0 - 40	250%	61	128%
41	243%	62	126%
42	236%	63	124%
43	229%	64	122%
44	222%	65	120%
45	215%	66	119%
46	209%	67	118%
47	203%	68	117%
48	197%	69	116%
49	191%	70	115%
50	185%	71	113%
51	178%	72	111%
52	171%	73	109%
53	164%	74	107%
54	157%	75-90	105%
55	150%	91	104%
56	146%	92	103%
57	142%	93	102%
58	138%	94	101%
59	134%	95+	100%
60	130%		

For more information about the initial Face Amount, specified percentage, and death benefit calculations, including product illustrations and software, contact the Protective Variable Universal Life Sales Desk at 800.628.6390.

Factor Guide

Male			Female		
Issue Age	Non-Tobacco	Tobacco	Issue Age	Non-Tobacco	Tobacco
0	23.03012	n/a	0	27.92533	n/a
1	23.14164	n/a	1	27.85466	n/a
2	22.45982	n/a	2	27.02719	n/a
3	21.76518	n/a	3	26.18017	n/a
4	21.06951	n/a	4	25.33087	n/a
5	20.36705	n/a	5	24.48765	n/a
6	19.65723	n/a	6	23.64696	n/a
7	18.94376	n/a	7	22.81137	n/a
8	18.23010	n/a	8	21.98316	n/a
9	17.52529	n/a	9	21.16883	n/a
10	16.83655	n/a	10	20.36960	n/a
11	16.16949	n/a	11	19.58660	n/a
12	15.53497	n/a	12	18.83082	n/a
13	14.94094	n/a	13	18.10437	n/a
14	14.39098	n/a	14	17.40855	n/a
15	13.88380	10.62565	15	16.74410	14.19612
16	13.40639	10.25454	16	16.10634	13.64411
17	12.95587	9.90782	17	15.49375	13.11486
18	12.52544	9.57805	18	14.90282	12.60703
19	12.10952	9.26150	19	14.33262	12.11936
20	11.70476	8.95434	20	13.78233	11.64824
21	11.30733	8.65418	21	13.24951	11.19311
22	10.91420	8.35845	22	12.73371	10.75238
23	10.52510	8.06520	23	12.23317	10.32672
24	10.13997	7.77511	24	11.74895	9.91564
25	9.75976	7.48783	25	11.28071	9.51867
26	9.38455	7.20370	26	10.82803	9.13539
27	9.01672	6.92470	27	10.39149	8.76674
28	8.65749	6.65207	28	9.96965	8.41143
29	8.30783	6.38674	29	9.56295	8.06954
30	7.96844	6.12974	30	9.17164	7.74100
31	7.63985	5.88151	31	8.79439	7.42566
32	7.32287	5.64230	32	8.43137	7.12239
33	7.01757	5.41225	33	8.08201	6.83104
34	6.72434	5.19157	34	7.74630	6.55176
35	6.44296	4.98012	35	7.42411	6.28420
36	6.17317	4.77790	36	7.11521	6.02797
37	5.91466	4.58476	37	6.82010	5.78404
38	5.66760	4.40079	38	6.53860	5.55221
39	5.43150	4.22566	39	6.27010	5.33218
40	5.20587	4.05913	40	6.01398	5.12332
41	4.99062	3.90101	41	5.77017	4.92564
42	4.78519	3.75082	42	5.53796	4.73841
43	4.58904	3.60820	43	5.31645	4.56064
44	4.40180	3.47275	44	5.10484	4.39147
45	4.22309	3.34418	45	4.90240	4.23011
46	4.05265	3.22200	46	4.70884	4.07614
47	3.89004	3.10569	47	4.52368	3.92902
48	3.73486	2.99496	48	4.34660	3.78827
49	3.58677	2.88950	49	4.17713	3.65362
50	3.44547	2.78906	50	4.01508	3.52491
51	3.31075	2.69348	51	3.86021	3.40183
52	3.18246	2.60265	52	3.71224	3.28409
53	3.06044	2.51650	53	3.57107	3.17168
54	2.94453	2.43495	54	3.43644	3.06444
55	2.83448	2.35777	55	3.30782	2.96191
56	2.73003	2.28467	56	3.18490	2.86372
57	2.63087	2.21532	57	3.06716	2.76937
58	2.53659	2.14943	58	2.95410	2.67829
59	2.44700	2.08669	59	2.84531	2.59014
60	2.36192	2.02692	60	2.74074	2.50480
61	2.28118	1.97006	61	2.64044	2.42242
62	2.20460	1.91613	62	2.54455	2.34331
63	2.13213	1.86513	63	2.45326	2.26786
64	2.06367	1.81703	64	2.36673	2.19631
65	1.99903	1.77173	65	2.28478	2.12853
66	1.93800	1.72900	66	2.20708	2.06420
67	1.88030	1.68859	67	2.13319	2.00289
68	1.82566	1.65021	68	2.06266	1.94402
69	1.77388	1.61365	69	1.99511	1.88724
70	1.72483	1.57882	70	1.93044	1.83245
71	1.67882	1.54573	71	1.86868	1.77978
72	1.63552	1.51444	72	1.81003	1.72959
73	1.59468	1.48504	73	1.75466	1.68218
74	1.55662	1.45758	74	1.70271	1.63771
75	1.52122	1.43206	75	1.65414	1.59617
76	1.48823	1.40842	76	1.60875	1.55738
77	1.45740	1.38640	77	1.56626	1.52105
78	1.42845	1.36570	78	1.52634	1.48683
79	1.40110	1.34607	79	1.48873	1.45445
80	1.37524	1.32737	80	1.45329	1.42377
81	1.35084	1.30957	81	1.42000	1.39476
82	1.32793	1.29276	82	1.38888	1.36747
83	1.30661	1.27704	83	1.35999	1.34195
84	1.28692	1.26247	84	1.33331	1.31837
85	1.26882	1.24899	85	1.30872	1.29660

Optional riders

Optional riders are available at additional cost and provide investors the ability to tailor a policy to meet their individual objectives. Any death benefit is subject to the claims paying ability of Protective Life. The availability, names, terms, cost, and tax treatment of the riders may vary by state. See prospectus for more complete information about the optional riders.

Lapse Protection rider (form L603 10/01)

Available only at issue, the Lapse Protection rider ensures that the policy will remain in force regardless of investment performance. It guarantees that the policy will remain in force even if the surrender value is not sufficient to cover the monthly deduction. This rider will also protect the Long Term Care Accelerated Death Benefit rider, if attached to the policy. The Lapse Protection rider is not available if the policy has a carryover loan. The annualized charge (*based on monthly payments*) for the Lapse Protection rider is 0.25% of the policy value. In Texas, this rider has a per thousand charge based on current face amount. This charge varies by issue age.

Withdrawals will reduce the Face Amount and the amount of Lapse Protection on a pro-rata basis, but will not cause the Lapse Protection rider to terminate. Policy loans or Face Amount increases will cause the Lapse Protection rider to terminate. See prospectus for more complete information.

This rider may not be available in all states. In Illinois, this feature is called the Coverage Protection feature. The word “coverage” replaces “lapse” in the description.

Long-Term Care Accelerated Death Benefit rider (form L575 3/98)

The Long Term Care Accelerated Death Benefit rider provides additional liquidity to help pay for certain nursing home or community care expenses by accelerating payment of a portion of the policy's death benefit. It pays a specified benefit amount as follows:

Nursing Home Care:	2% of the initial Face Amount per month
Community Care:	1% of the initial Face Amount per month
Maximum Monthly Payment:	\$5,000
Maximum Accelerated Benefit:	90% of the net Face Amount (<i>current Face Amount less any policy loans and accrued interest</i>) not to exceed \$250,000, less any outstanding lien for any accelerated benefit already received under the policy.

The current annualized charge (*based on monthly payments*) for the Long-Term Care Accelerated Death Benefit rider is \$2.50 per \$1,000 of Face Amount (*except in ID, IL, IA, NM, NC, OK, SC, SD, WI, MA*).

In Florida, this benefit is provided through an endorsement (VUL-09-E-FL 3/02) within the *Protective Preserver Plus* policy.

In Massachusetts, this benefit is called the Chronic Illness Accelerated Death Benefit rider (L575 M 5/02). The current annualized charge for this rider is \$2.88 per \$1,000 of Face Amount.

Withdrawals and loans will reduce the Maximum Accelerated Benefit. In most states no additional policy loans may be taken after benefits commence under this rider. See prospectus for more complete information including guaranteed charges.

This rider may not be available in all states.

The Long-Term Care Accelerated Death Benefit rider/endorsement

Nursing Home Benefit

If the insured has a chronic illness, as defined in the rider/endorsement, which results in confined care in a nursing home for at least 90 consecutive days (*30 consecutive days in Massachusetts*) and the owner is eligible to receive a benefit, a payment will be made to the owner each month at a rate of 2% of the initial Face Amount of the policy, not to exceed \$5,000 per month (*subject to the Maximum Accelerated Benefit*).

Community Care Benefit

If the insured has a chronic illness, as defined in the rider/endorsement, which requires community care (*i.e., home health care, assisted living care, or adult day care*) for at least 90 days (*30 days in Massachusetts*) and the owner is eligible to receive a benefit, a payment will be made to the owner each month at a rate of 1% of the initial Face Amount of the policy, not to exceed \$5,000 per month (*subject to the Maximum Accelerated Benefit*).

Maximum Accelerated Benefit

The Maximum Accelerated Benefit that can be received is 90% of the net Face Amount (*current Face Amount less any policy loans and accrued interest*); not to exceed \$250,000 less any outstanding lien for any accelerated benefits already received under the policy.

Sample Calculation

Initial Face Amount at Issue	\$200,000
Nursing Home Benefit	\$4,000 per month (2% of initial Face Amount)
Community Care Benefit	\$2,000 per month (1% of initial Face Amount)
Maximum Accelerated Benefit	\$180,000 (90% of net Face Amount)

If the owner is not the insured, benefits will be paid to the owner based upon care received by the insured.

Benefit payment process

Once qualification for benefits has been met, the owner will receive a benefit payment on a monthly basis (*confirmation of continued nursing home confinement or type of community care may be required each month*). As long as the insured continues to receive nursing home or community care and the rider is in force, the benefits will be paid up to the Maximum Accelerated Benefit amount (*subject to conditions of the rider/endorsement*).

Impact of withdrawals or loans on the Maximum Accelerated Benefit

The Maximum Accelerated Benefit will generally be reduced by any withdrawals and policy loans, including loan interest.

Impact of accelerated death benefit payments on the policy

Since accelerated death benefit payments are treated as a lien against the policy, the death benefit and amount available for surrender and withdrawals will be reduced. In most states no additional loans may be taken once accelerated benefits commence under this rider/endorsement. However, it is possible to access withdrawals after benefits commence. Withdrawals taken after benefits payments begin will reduce the Maximum Accelerated Benefit on a pro-rata basis.

The Long-Term Care Accelerated Death Benefit rider/endorsement

Primary qualification for benefits

Nursing home and community care benefits may be paid for qualified long-term care service received as the result of chronic illness. Chronic illness means that a doctor (*in Massachusetts only, a licensed health care practitioner*) has certified within the preceding 12 months that the insured needs substantial assistance in performing at least two of six activities of daily living for a period of at least 90 days (*30 days in Massachusetts*) due to loss of functional capacity, or the insured requires substantial supervision to protect against threats to health and safety due to a severe cognitive impairment such as Alzheimer's disease.

A doctor (*in Massachusetts only, a licensed health care practitioner*) must prescribe a plan of care for qualified long-term care services, and reconfirm the plan in writing at least once every 12 months in order for benefits to continue. Additionally, the chronic illness certification is required once every 12 months in order for benefits to continue.

Activities of Daily Living

Bathing – The ability to wash oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower.

Continence – The ability to maintain control of bowel and bladder function, or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for the catheter or colostomy bag.

Dressing – The ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating – The ability to feed oneself by getting food into the body from a receptacle such as a plate, cup or table, or by feeding tube or intravenously.

Toileting – The ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring – The ability to move into or out of a bed, chair, or wheelchair.

Severe Cognitive Impairment

The loss or deterioration of the insured's intellectual capacity that is (1) comparable to (*and includes*) Alzheimer's disease and similar forms of irreversible dementia, and (2) measured by clinical evidence and standardized tests that reliably measure impairment in the following areas:

1. The insured's short or long-term memory
2. The insured's orientation as to person (*such as who they are*), place (*such as his/her location*), or time (*such as day, date, year*)
3. The insured's deductive or abstract reasoning

Expenses not covered

The following limitations and exclusions apply:

1. Loss to the extent that benefits are payable under Medicare (*including that which would have been payable but for the application of a deductible or co-insurance amount*).
2. Illness, treatment or medical condition arising out of an attempt (*while sane or insane*) at suicide or any intentionally self-inflicted injury.
3. Illness, treatment or medical condition arising out of war while the insured is in the military forces of any country at war or in any civilian noncombatant unit serving with those forces. "War" includes undeclared war or any act of war. "Country" includes any international organization or group of countries.
4. Illness, treatment or medical condition arising out of participation in a felony, riot or insurrection.
5. Confinement or care received outside the United States.
6. Services provided by a facility, agency or practitioner that does not meet the requirements of the rider/endorsement.
7. Services provided by a family member or for which no charge is normally made in the absence of insurance.

Cost of the rider and related tax issues

The current annualized cost of the rider is \$2.50 /\$1,000 of the policy's Face Amount (*except in ID, IL, IA, NM, NC, OK, SC, SD, WI, MA*). In Massachusetts only, the cost of the rider is \$2.88 /\$1,000 of the policy's Face Amount.

As the payment of this charge from policy value will generally be treated as a withdrawal from a Modified Endowment Contract for tax purposes, the charge will generally be includable in income for the owner to the extent of any gain in the policy. Also, if any owner is under age 59 ½, taxable income may be subject to a 10% IRS penalty tax.

Florida only - The Internal Revenue Service may take the position that a portion of the Cost of Insurance charge for the *Protective Preserver Plus* policy is the "deemed" cost for this feature. Therefore that portion of the cost of insurance may be includable in income for the owner to the extent of any gain in the policy. Also, if any owner is under age 59 ½, taxable income may be subject to a 10% IRS penalty tax.

This rider/endorsement is intended to provide "qualified" long-term care benefits; therefore, if the charge is treated as taxable income, it may be taken as a medical expense deduction, subject to age-based premium limits identified in Section 213(d)(10) of the Internal Revenue Code.

These charges, which are now being treated like other medical expenses under the Health Insurance Portability and Accountability Act of 1996 (*HR3103*), may be combined with other non-reimbursed medical expenses and deducted to the extent total medical deductions exceed 7 ½% of adjusted gross income.

Benefit payments under this rider/endorsement are intended to be "qualified" long-term care benefits. As such, these benefits are generally not subject to income tax under current tax law. In the event of the insured's death, the beneficiaries receive any remaining death benefit income-tax free.

Purchase Options

Availability

Protective Preserver may not be available in all states.

Protective Preserver Plus is available only in Florida.

Issue ages and rate classes

0 – 85 (*non-tobacco*); 15 – 85 (*tobacco*)

Premium amounts

Minimum - \$10,000; Maximum - \$1,000,000 (*without prior administrative office approval*)

U-Direct

U-Direct allows the owner to select the variable sub-accounts from which all monthly charges except the Mortality and Expense Risk Charge are deducted. This may help mitigate the effect of negative market volatility on policy value.

Dollar cost averaging

Dollar cost averaging (DCA) is simply a systematic approach to investing – a strategy designed to take advantage of the market's natural short-term fluctuations and to take the guesswork out of the timing of the investment decision. DCA simply refers to the process of investing equal dollar amounts at regular intervals, such as monthly or quarterly.

Through DCA an investor buys more “units” when prices are low and fewer units when prices are high. By purchasing more units when prices are low, an investor may be able to reduce his or her average cost of investment over time. DCA involves continuous investments in securities despite fluctuating market conditions. Investors should carefully consider their financial ability to invest through periods of low prices. There can be no assurance that dollar cost averaging will result in a profit or protect against loss in a declining market.

Protective Preserver allows investors to automatically transfer a specified dollar amount on a monthly or quarterly basis (*minimum \$100 monthly or \$300 quarterly*) to or from any of the variable sub-accounts. No DCA transfers may be made into the Fixed Account. DCA is available for periods ranging from 6 months to 48 months.

Protective Preserver also offers a Dollar Cost Averaging (DCA) Fixed Account which is available for automatic monthly or quarterly transfers of premium payments into the variable sub-accounts over a maximum 12-month period. The DCA Fixed Account is available for the initial premium payment only. No transfers may be made into the DCA Fixed Account nor from the DCA Fixed Account to either the Oppenheimer Money Fund/VA sub-account or the Fixed Account.

\$5,000 minimum source sub-account value required to begin dollar cost averaging.

Accumulation Features

Tax-deferred earnings

Any earnings accumulate without income taxes while in the policy.

Policy Value Credit (*form VUL-E4 9/01*)

Credited at the end of the 10th policy year and at the end of each policy year thereafter. The credit amount is 0.50% if the unloaned policy value is between \$50,000 and \$499,999 and 1.00% if the unloaned policy value is \$500,000 or more.

The Policy Value Credit will be allocated according to the client's premium allocation.

This endorsement may not be available in all states. State variations may apply. See the prospectus for more complete information.

Portfolio rebalancing

Portfolio rebalancing is a risk control technique that attempts to manage risk by restoring pre-determined weightings among various investments on a regular basis. In this manner, an investor's allocation percentages are maintained over time even though the performance of the various investments may differ. This can provide a relatively constant risk profile by maintaining a stable allocation. Without portfolio rebalancing, the risk profile of a particular portfolio can change depending on the relative performance of the underlying investments in that portfolio. Portfolio rebalancing is available quarterly, semi-annually or annually for variable sub-accounts.

Non-taxable sub-account transfers

Transfers between and among the investment options are not taxable. We may limit the number of transfers to no more than 12 per year. For each additional transfer over 12 during each policy year, we may charge a \$25 transfer fee. The limits do not apply to dollar cost averaging or portfolio rebalancing transfers. Additional limitations may apply to transfers into or out of the Fixed Account. Transfers may be requested in writing or by telephone (*if authorized on the application or a Variable Products Service Request Form*).

Premium Allocations

Premiums may be allocated to the Fixed Account, Dollar Cost Averaging Fixed Account, or to a broad array of variable sub-accounts with investments managed by six of the world's foremost investment managers.

Interest rates applicable to the Fixed Account and Dollar Cost Averaging Fixed Account are set at Protective Life's sole discretion and are subject to its claims paying ability.

Fixed Account

The Fixed Account is part of Protective Life's General Account and offers a guaranteed rate of interest for a 12-month period for amounts allocated to it.

The maximum amount that may be transferred from the Fixed Account during a policy year is the greater of (1) 25% of the value of the Fixed Account or (2) \$2,500.

Dollar Cost Averaging Fixed Account

The Dollar Cost Averaging Fixed Account is part of Protective Life's General Account. The DCA Fixed Account offers a guaranteed rate of interest on the declining balance during the transfer period.

The DCA Fixed Account is available for the initial premium payment only. Amounts allocated to the DCA Fixed Account must be transferred out in equal monthly or quarterly transfers over a maximum 12-month period. No transfers may be made into the DCA Fixed Account nor from the DCA Fixed Account to either the Oppenheimer Money Fund/VA sub-account or the Fixed Account. DCA involves continuous investments in securities despite fluctuating market conditions. Investors should carefully consider their financial ability to invest through periods of low prices. There can be no assurance that dollar cost averaging will result in a profit or protect against loss in a declining market.

Variable Sub-accounts

Premiums may also be allocated to a broad array of variable sub-accounts with investments managed by seven of the world's foremost investment managers. See the "Variable Universal Life - Managers and Funds" brochure for additional information regarding the variable sub-accounts.

Access to Policy Values

Investors may access their policy's surrender value through policy loans or withdrawals. A withdrawal may not reduce the face amount less than the minimum face amount.

Loans and withdrawals may negatively impact policy value, investment performance, death benefit, and any Lapse Protection. This policy is likely to be considered a Modified Endowment Contract (MEC). Loans and withdrawals of earnings from MEC's will be subject to income tax and may be subject to a 10% IRS penalty tax if taken prior to age 59 ½. Taxation may occur upon withdrawal, surrender, lapse, or maturity. See prospectus for more complete information.

Under some circumstances, your client may not be permitted to access policy values through either a loan or withdrawal. This would include requests for policy loans and withdrawals that would cause the policy to fail to qualify as a life insurance contract under applicable tax laws. Policies in early years may be more susceptible to these situations. You should consider this carefully, particularly if access to policy values is important to your client. Please see the prospectus for more complete information about loans and withdrawals.

Loans

Preferred and non-preferred loans

The current net charge is 0% for loans against earnings (*preferred loans*) and 2% for loans against premium payments (*non-preferred loans*). Generally, the minimum loan amount is \$500 and the maximum loan amount is 90% of the policy's Cash Value (*the maximum is reduced by any outstanding policy debt as of the date of the request*). State variations may apply.

Carryover loan provision

Carryover loans enable your client to 1035 Exchange an existing life insurance policy containing a loan. The minimum loan amount to be transferred is \$500 and the maximum loan amount to be transferred is subject to the following guidelines:

1. Any existing loan on a policy transferred to Protective Life as a 1035 exchange may not exceed 40% of the guideline single premium of the new *Protective Preserver* policy.
2. If the existing policy has a loan balance exceeding 40% of the guideline single premium of the new *Protective Preserver* policy, the existing loan must be paid down to 40% or less before the 1035 exchange is made.

See the "1035 Exchanges" section on page 15 for additional information.

Unpaid interest on any loan will be added to the outstanding loan balance and will reduce the death benefit. Interest earned is credited to the variable sub-accounts and does not reduce the loan balance. Policy loans will cause the Lapse Protection rider to terminate. See prospectus for more complete information including guaranteed charges.

Withdrawals

The annual withdrawal amount available without Surrender Charge is the greater of (1) cumulative earnings in the policy as of the prior policy anniversary, or (2) 10% of premium payments as of the prior policy anniversary (*less withdrawals*).

Withdrawals in excess of the annual withdrawal amount will be subject to a Surrender Charge and Premium Tax Recovery Charge during the first 9 years after any premium payment. Withdrawals are available with a minimum policy value of \$10,000. The minimum withdrawal amount is \$500. Withdrawals will reduce the Face Amount on a pro-rata basis.

Nursing Home/Terminal Illness Waiver

The Nursing Home/Terminal Illness Waiver waives any applicable surrender charge if, after the first policy year, any owner enters a licensed and qualified skilled care nursing home for 90 days or more or is diagnosed by an approved physician as having a terminal illness that will result in death within 12 months.

May not be available in all states. This waiver is not the same as the Long-Term Care Accelerated Death Benefit rider/endorsement.

Current Policy Charges

(See prospectus for more complete information including guaranteed policy charges.)

Policy Expense Charge

All states except Maryland: 0.70% (all policy years)

Maryland only: 1.10% (years 1-10); 0.70% (years 11+)

This is the annualized amount based on monthly charges.

Mortality and Expense Risk Charge

All states except Maryland: 0.90% (years 1-10); 0.50% (years 11+)

Maryland only: 0.50% (all policy years)

This is the annualized amount based on monthly charges. The Mortality and Expense Risk Charge applies only to amounts allocated to the variable sub-accounts.

Cost of Insurance

The Cost of Insurance varies with the amount of insurance, age, sex and rate class of the insured, and the number of years the policy has been in force.

Protective Preserver Plus (Florida only) – Consists of two components: (1) a Cost of Insurance which varies with the amount of insurance, age, sex and rate class of the insured, and the number of years the policy has been in force; and (2) a current annualized charge of \$2.50/\$1,000 of the policy's Face Amount.

Surrender Charge

Withdrawals in excess of the annual withdrawal amount will be subject to a declining Surrender Charge which applies during the first 9 years after any premium payment: 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%.

Unless requested by the owner, the Surrender Charge will be deducted from the policy value in addition to the amount requested to be withdrawn.

Premium Tax Recovery Charge

Many state governments levy premium taxes on life insurance policies. Premium taxes are paid up-front by Protective Life when the initial premium is paid.

Withdrawals in excess of the annual withdrawal amount will be subject to a Premium Tax Recovery Charge which applies during the first 9 years after any premium payment: 2.50%, 2.25%, 2.00%, 1.75%, 1.50%, 1.25%, 1.00%, 0.75%, 0.50%, 0%.

Unless requested by the owner, the Premium Tax Recovery Charge will be deducted from the policy value in addition to the amount requested to be withdrawn.

Contract Maintenance Fee

An annual Contract Maintenance Fee of \$35 will apply on each policy anniversary. Currently, this fee is waived if the policy value on the policy anniversary equals or exceeds \$50,000.

Fund expenses

See the fund prospectuses for a description of all fund fees and expenses applicable to each fund.

Death benefits to named beneficiaries

Life insurance death benefits are generally income-tax free, and thus generally more efficient in the transfer of wealth at death to beneficiaries. Any benefit payable at death is transferred directly to named beneficiaries, avoiding the cost, delay and publicity of probate. The death benefit is included in the owner's gross estate for estate tax purposes.

Modified Endowment Contracts (MECs)

Protective Preserver, by design, does not comply with the "7-pay test" as defined by Section 7702A of the Internal Revenue Code. Therefore, it will likely be classified as a MEC. Distributions from a MEC are considered income first and return of principal second. Loans and withdrawals are considered distributions. The MEC rules apply to contracts entered into on or after June 21, 1988, and that do not meet the "7-pay test." Policies issued prior to June 21, 1988, are not subject to the "7-pay test" and thus have a non-MEC status.

Withdrawals from MECs

A withdrawal from a MEC is considered a distribution of earnings first and taxed as ordinary income to the extent of gain in the contract. If they are made prior to the owner's age 59 ½, they are subject to an additional 10% IRS penalty tax.

Policy loans from MECs

A policy loan from a MEC is considered a distribution of earnings first and taxed as ordinary income to the extent of gain in the contract. If they are made prior to the owner's age 59 ½, they are subject to an additional 10% IRS penalty tax.

Policy loans from MECs present special income tax concerns. When a loan is taken and the loan interest is not paid in cash by the owner each year, it is added back to the principal of the loan. At that point, the amount of the loan interest is considered a taxable distribution and results in the owner receiving a 1099 at the end of the year.

Policy loans from non-MEC life insurance policies

A policy loan from a non-MEC policy is generally not considered a distribution and thus is generally not taxable. However, if a loan remains outstanding when a policy is surrendered or allowed to lapse, the borrowed amount that exceeds the owner's basis in the contract will become taxable at that time.

General Information

In certain circumstances, it may be advantageous for an owner to purchase a new policy and replace an existing one. Section 1035 of the Internal Revenue Code establishes provisions to exchange one contract for another. The Code must be followed in order to avoid triggering a taxable event at the time of the exchange. In addition, an exchange is also a replacement, and replacement procedures for the state involved must be followed.

The purpose of a 1035 exchange is to carry forward the cost basis from the existing contract and defer taxation on the gain, if any. The following are considered proper exchanges:

- Life insurance policy to life insurance policy
- Life insurance policy to annuity
- Annuity to annuity
- Endowment to annuity

An annuity cannot be exchanged for a life insurance policy under the 1035 exchange provisions. Regardless of the type of exchange, in order to qualify as a 1035 exchange, all documents must be completed at the time of application.

Exchanges of non-MEC policies into *Protective Preserver*

In general, an exchange under Section 1035 of a non-MEC policy into *Protective Preserver* will not cause the loss of non-MEC status unless additional premium is combined with the rollover monies at the time of or subsequent to the exchange.

Exchanges of policies with existing loans

Based upon private letter ruling 8605033, the exchange of a life insurance policy with an outstanding loan for a new policy with an outstanding loan of the same amount may be tax-free if the owner agrees to such an arrangement in advance. For this reason an exchange agreement must be completed and submitted at the time of application for any policies that will be exchanged and also maintain the existing loan.

The maximum loan amount that can be carried over is 40% of the guideline single premium. Existing policies with outstanding loans greater than 40% of the cash value are not eligible for exchange to *Protective Preserver*. This arrangement, when carried out properly, may provide the owner the opportunity to change an existing policy that is a non-MEC to *Protective Preserver* even though there is an existing loan on the old policy. Provided all other conditions are satisfied, the new policy should qualify for non-MEC status.

Any material change to the new policy within the first two years which would cause the non-MEC policy to become a MEC may cause the existing loan to be treated as a taxable distribution.

Procedures

The following instructions should be followed when completing Section 1035 exchanges:

1. Complete and sign the *Protective Preserver* application, conditional receipt (*if cash is received with the application*), and the Outline of Coverage for the Long-Term Care Accelerated Death Benefit rider/endorsement (*if applicable*).
2. Complete and sign the Assignment/Transfer of Ownership Section 1035 Exchange form F-LAD-277 (3/04).
3. Obtain original life insurance policy to be exchanged or check the box at the bottom of the 1035 Exchange form F-LAD-277 (3/04) which indicates the policy has been destroyed or lost.
4. Use Exchange Agreement form (VUL-1016) when a loan exists on the contract being exchanged.
5. Complete state replacement form(s), if required.
6. Have your financial advisor mail the originals to Protective Life (*see "Application Processing" section for address*).

When a 1035 exchange has been initiated and the previous carrier sends the check directly to the owner, advise the owner NOT TO CASH the check. The check should be endorsed to Protective Life Insurance Company. In the event the owner takes constructive receipt of the policy proceeds, any gains would be taxable.

Underwriting involves an analysis of the proposed insured's personal and medical history. Unfortunately, some people who have an interest in *Protective Preserver* will not be eligible for coverage as applied for due to their medical history. The following lists outline high risk impairments and uninsurable medical conditions.

High risk impairments

- Aneurysms
- Asthma – chronic, requiring ongoing or frequent treatment with steroids
- Cancer – internal forms within 10 years of treatment
- Coronary Artery Disease – stable single vessel disease or multiple vessel disease
- Depression – chronic, ongoing or requiring multiple medications to control
- Diabetes – insulin dependent
- Hepatitis C
- Motor Vehicle Violations – more than 3 violations within the past 3 years other than speeding
- Sleep Apnea – requiring nightly oxygen

Uninsurable medical conditions

- AIDS – includes positive HIV and ARC (*AIDS Related Complex*)
- Alcohol or Drug Abuse – within 2 years or treatment for same within 5 years
- Alzheimer's Disease – including dementia
- Cancer – including most forms of internal malignancies within 5 years of last treatment
- Cirrhosis of the Liver
- Colitis – Ulcerative or Crohns Disease, requiring frequent treatment with steroids
- Coronary Artery Disease/Valve Disease – including unstable angina, multiple heart attacks or first heart attack within 2 years, surgery within 2 years, chronic arrhythmias, pacemaker recipients within the past 5 years
- Diabetes – other than excellent control on diet or oral medications
- Down's Syndrome
- Emphysema – severe requiring ongoing treatment
- Mental Disorders – manic depression (*bipolar*), schizophrenia or attempted suicide
- Paralysis – involving bladder, bowel or kidney impairments
- Stroke or Cerebral Vascular Disease – within 2 years

Uninsurable impairments for Long-Term Care Accelerated Death Benefit rider/endorsement

Impairments which may adversely affect the quality of life rather than the life span as well as conditions that are at an increased risk for accidents may predicate a decline for the Long-Term Care Accelerated Death Benefit rider/endorsement:

- Avocations – certain hazardous avocations
- Disability – current
- Multiple Sclerosis
- Paralysis
- Parkinson's Disease
- Rheumatoid Arthritis

Underwriting medical requirements

The medical requirements indicated in the following chart are currently required in order to make a risk assessment. The chart is based on the age of the proposed insured, any in-force life insurance coverage with Protective Life (*and/or subsidiaries*), and the Net Amount at Risk (NAR) applied for. An example of NAR – a \$100,000 premium with an initial Face Amount of \$250,000 generates a NAR of \$150,000 (\$250,000 - \$100,000).

Net amount at risk	Age last birthday					
	0-15	16-35	36-40	41-50	51-60	61+ **
\$0 to \$50,000	NMD	NMD	NMD	NMD	NMD	NMD
\$50,001 to \$99,999	NMD	NMD	NMD	NMD	NMD	NMD
\$100,000 to \$150,000	NMD	NMD HOS	NMD HOS	PM HOS	PM HOS BP	PM HOS BP
\$150,001 to \$250,000	NMD	NMD HOS	PM HOS	PM HOS	PM HOS BP	PM HOS BP EKG
\$250,001 to \$500,000	NMD HOS	PM HOS BP	PM HOS BP	PM HOS BP	PM HOS BP EKG	PM HOS BP EKG
\$500,001 to \$1,000,000	PM HOS BP	PM HOS BP	PM HOS BP	PM HOS BP EKG	PM HOS BP EKG	MD HOS BP EKG
\$1,000,001 to \$2,000,000	PM HOS BP	PM HOS BP	PM HOS BP EKG	PM HOS BP EKG	MD HOS BP EKG	MD HOS BP TEKG*
\$2,000,001 to \$3,000,000	MD HOS BP	MD HOS BP	MD HOS BP EKG	MD HOS BP EKG	MD HOS BP EKG	MD HOS BP TEKG*
\$3,000,001 to \$5,000,000	MD HOS BP	MD HOS BP EKG	MD HOS BP EKG	MD HOS BP EKG	MD HOS BP EKG	MD HOS BP TEKG*
\$5,000,001 +	MD HOS BP	MD HOS BP EKG	MD HOS BP EKG*	MD HOS BP EKG*	MD HOS BP TEKG*	MD HOS BP TEKG

BP (*Blood Profile*) - Blood is drawn for testing profile.

EKG (*Electrocardiogram*)

HOS (*Home Office Specimen*)

MD (*Medical*) - Medical examination performed by a licensed medical doctor.

NMD(*Non-Medical Declaration*) - No medical requirements, only medical background and current health as well as medical records from an attending physician (*in most cases*).

PM (*Paramed*) - Limited medical examination, usually performed by a paramedic or a nurse.

TEKG (*Treadmill Electrocardiogram*) - Electrocardiogram performed while on a treadmill.

Additional medical requirements may be requested.

* For cases ages 51-65, Treadmill EKG required at \$5,000,001; ages 66+, Treadmill EKG required at \$3,000,001.

** For cases ages 80+, PM and HOS also required for Net Amounts at Risk up to \$99,999.

Submitting Business

Prospectus

Product literature and illustrations must be preceded or accompanied by a current prospectus.

Advertising

Any materials developed for use with this product must be reviewed and approved for use, in advance, by Protective Life.

Licensing

Prior to solicitation and submission of a variable universal life application, the financial advisor must be properly licensed and appointed with Protective Life as described below. Contact your financial advisor or Protective Life for more information.

The financial advisor must be registered with the NASD and have passed either a Series 6 or Series 7 exam and, in those states where it is required, a Series 63 exam. The financial advisor must be licensed to sell variable universal life insurance.

Appointment with Protective Life

1. In non-restricted states (*those not mentioned below*): Appointment with Protective Life can be handled concurrently with submission of the first application if the financial advisor is properly licensed. However, the policy will not be issued until the appointment has become effective.
2. The following restricted states require pre-appointment prior to a financial advisor being able to solicit or take an application: GA, NC, PA, and UT (*this list is as of March 2008, and may change from time to time depending on state regulations*).
3. If an application is received for any of the restricted states and the financial advisor is not appointed with Protective Life prior to the date the application was signed, all paperwork and any premium will be returned to the financial advisor. No paperwork or premium will be accepted until the appointment is complete. A new application must be signed and submitted after the effective date of appointment.

Application processing

The following forms are *required* when submitting new business:

- The appropriate *Protective Preserver* application for the applicable state
- A *Protective Preserver* illustration signed by the owner
- If the Long-Term Care Accelerated Death Benefit rider/endorsement is selected, an Outline of Coverage must be given to the owner at the time an application is taken. Additional Long-Term Care requirements also apply in most states.
- Assignment/Transfer of Ownership Section 1035 Exchange form (*F-LAD-277 3/04*), if applicable
- Exchange agreement form (*VUL-1016*) when a loan exists on the contract being exchanged
- Agreement for assignment of Certificate of Deposit form (*FIZA-675-SPVL*), non-qualified only, if applicable
- State replacement form(s), if applicable

Your financial advisor will send the application to us. All subsequent premiums and underwriting requirements should be sent to:

Regular Mail

Protective Life Insurance Company
P.O. Box 830771
Birmingham, AL 35283-0871

Express Mail

Protective Life Insurance Company
2801 Highway 280 South
Birmingham, AL 35223

Policy issue

The policy is not considered to be “in force” until the application is approved, and the Home Office receives the initial premium payment and any outstanding requirements requested during the continued good health of the insured.

When the policy is issued, a “Free Look Period” will begin. The policyowner will receive a “Notice of Withdrawal Right” when the policy is delivered. The “Notice of Withdrawal Right” outlines the timeframe for returning the policy. It also provides a form, which the policyowner can complete and send with the policy. If the policyowner decides to utilize the “Notice of Withdrawal Right,” regardless of the state, the full premium amount submitted will be returned. If the policyowner decides to exercise the Free Look without submitting the “Notice of Withdrawal Right,” the amount of money returned will vary depending upon the Free Look provisions of the state in which the application was signed.

For more information: Point of Sale Assistance 1-800-628-6390
Customer Inquiries/Operations 1-800-265-1545

Processing pointers

Items that prevent a variable application from processing:

1. **The wrong state application is submitted.** Make sure the application is the correct one for the state where the business is being solicited.
2. **The application is not filled out completely.** Check for possible items left off of the application such as: plan of insurance, fund allocations, complete beneficiary information, and life insurance in force.
3. **Incomplete illustrations** - pages missing, missing signatures for the client, broker or both. Make sure that all pages of the illustration are sent and that both the client's and your signature are on the illustration.
4. **Missing replacement forms, wrong state replacement forms.** Make sure that if you are replacing any other life insurance policy, you and your client complete the appropriate state replacement forms.
5. **Missing signatures on the application.** Make sure that there is a signature by the appropriate party (including witness signatures, if necessary) in all places on the application where a signature is needed.

For questions and information regarding variable universal life processing, call 1-800-265-1545.

Where to find daily Accumulation Unit Values (AUV's)

Call 1-800-265-1545 to hear daily AUV's.

Statements/Confirmations

A confirmation will be sent to the owner in the following instances: premium payments, transfers, withdrawals and surrenders, loans, loan repayments, dollar cost averaging transfers, and portfolio rebalancing. The owner will receive a Statement of Account following each policy anniversary which will provide policy values as of the Anniversary Date. Financial advisors will receive copies of all Confirmations and each Statement of Account. We also provide a quarterly statement to all owners.

About Protective Life

Protective Life Insurance Company was built upon a belief in hard work and integrity. The Company's continued commitment to these timeless principles is reflected in its dedication to three core values: quality, serving people, and growth.

Protective Life Insurance Company's values-oriented management philosophy was established by its founder, former Alabama Governor William Dorsey Jelks. Governor Jelks left an indelible imprint on the Company by insisting that quality – in products, in service, and in people – be the standard applied to every aspect of its business. Understanding that serving people begins with being worthy of their trust, Jelks' initial pledge to Protective Life's customers, shareholders, and employees remains today the focus of the Company's leadership.

Over one hundred years later, Protective Life Insurance Company is one of the nation's leading insurance companies, providing financial security to individuals and families across the country through a broad portfolio of life and specialty insurance and investment products. Drawing upon the strengths of the past, while maintaining a keen eye toward the future, the Company's employees nationwide are dedicated to affirming the wisdom of our collective vision: *Doing the right thing is smart business.*®



Variable universal life insurance policies issued by Protective Life Insurance Company (PLICO). Securities offered by Investment Distributors, Inc. (IDI). Both located at 2801 Highway 280 South, Birmingham, AL 35223. PLICO and IDI are each subsidiaries of Protective Life Corporation. Protective Life Corporation is a separate company and is not responsible for the financial condition or contractual obligations of PLICO or IDI.

Policy form number VUL-09 (9/01) and state variations thereof. A variable universal life insurance policy.

Product features and availability may vary by state.

For more information about any PLICO variable universal life insurance policy and PLICO, including all charges and expenses, please read the prospectus. Investors should read the prospectus carefully before they invest or send money. Prospectuses may be obtained by contacting PLICO at (800) 265-1545.

Not a Deposit	Not Insured By Any Federal Government Agency	
No Bank Guarantee	Not FDIC Insured	May Lose Value



INSURANCE MARKETPLACE
STANDARDS ASSOCIATION

<i>SERFF Tracking Number:</i>	<i>PRTD-125625682</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38811</i>
<i>Company Tracking Number:</i>	<i>PLBD.1612.03.08</i>		
<i>TOI:</i>	<i>LTC03I Individual Long Term Care</i>	<i>Sub-TOI:</i>	<i>LTC03I.002 Non Qualified</i>
<i>Product Name:</i>	<i>HeritageGuard SPWL</i>		
<i>Project Name/Number:</i>	<i>HeritageGuard SPWL/PLBD.1612.03.08</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>PRTD-125625682</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38811</i>
<i>Company Tracking Number:</i>	<i>PLBD.1612.03.08</i>		
<i>TOI:</i>	<i>LTC03I Individual Long Term Care</i>	<i>Sub-TOI:</i>	<i>LTC03I.002 Non Qualified</i>
<i>Product Name:</i>	<i>HeritageGuard SPWL</i>		
<i>Project Name/Number:</i>	<i>HeritageGuard SPWL/PLBD.1612.03.08</i>		

Supporting Document Schedules

Satisfied -Name:	Withdrawal Letter	Review Status:	Withdrawn	07/23/2008
Comments:				
Attachment:				
Withdrawal Letter for PRTD-125625682.pdf				

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May 29, 2008

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1200 West 3rd Street
Little Rock, AR 72201-1904

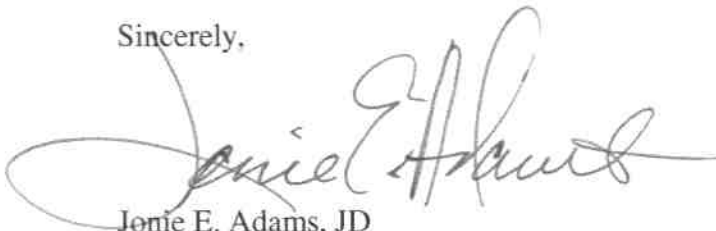
Re: PRTD-125625682

Dear Mr. Shearer:

It has come to my attention that this filing was made in error. Therefore, we respectfully request to withdraw this marketing material submitted for review.

We apologize for any inconvenience.

Sincerely,



Jonie E. Adams, JD
Advertising Compliance Director
1-800-866-9933, Ext. 5166
jonie.adams@protective.com